

## Laura Bowman

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**From:** Official Information  
**Sent:** Monday, 31 October 2022 4:20 pm  
**To:** 7(2)(a)  
**Cc:** Official Information  
**Subject:** Final Response - LGOIMA 285840 - 7(2)(a) - consultation and contract information concerning the proposed development of the Sonning Car Park site in River Road  
**Attachments:** OIA Request 3.docx; CONTRACT 18012 – Te Ha o te Whenua o Kirikiriroa Service Level Agreement - VARIATION 1 July 2020 to 30 December 2020.PDF

Kia Ora,

I refer to your **information request below**, Hamilton City Council is able to provide the following response.

**Your Request 1:**

Did council consult with Te Ha O Te Whenua O Kirikiriroa Ltd (ThawK) over the proposed 262 apartment Sonning Car Park development?

**Our Response 1:**

Council has not engaged with Iwi or mana whenua regarding the proposed 262 apartment Sonning apartment Car Park development at this stage. Usually, engagement would be triggered by either an application lodged with council or contact from a developer seeking contact details for mana whenua and Iwi. None of those triggers have been activated.

**Your Request 2:**

If ThawK was involved, we request a copy of the report.

**Our Response 2:**

Council has not engaged, nor is planning to engage with Thawk until either of the above actions is activated i.e. application lodged or developer request for mana whenua contact details. Therefore as this requested information does not exist we are refusing this part of the request per [s17\(e\) of LGOIMA](#).

**Your Request 3:**

Was there any consultation with the Maori committee?

**Our Response 3:**

No consultation and staff report has been tabled or presented to mana whenua regarding Sonning park development.

**Your Request 4:**

We request a copy of the contract between ThawK and the Hamilton City Council

**Our Response 4:**

Please see the attachment document for the contract between ThawK and the Hamilton City Council

**Your Request 5:**

Where does the funding for the contract come from?

**Our Response 5:**

The contract is budgeted through Hamilton City Council Long Term Plan and funded by general rates

**Your Request 6:**

What is the annual value of the contract in the latest 12 month reporting period?

**Our Response 6:**

The current contract value is \$120,000 per annum. This is made up of fixed administration cost of \$60k per annum and a variables cost of \$60k per annum. The fixed cost relates to the administration function of Thawk and the variables cost relate to costs that supports hapuu member project engagement i.e. blessings, research, hapuu specific feedback or advice.

**Your Request 7:**

Who are the members of Thawk and what are their tribal affiliations?

**Our Response 7:**

Patron	<ul style="list-style-type: none"><li>• Hone Thompson</li></ul>
Thawk CEO	<ul style="list-style-type: none"><li>• Rawiri Bidois</li></ul>
Ngaati Maahanga	<ul style="list-style-type: none"><li>• Raiha Gray</li><li>• Rangiuia Riki</li><li>• Atutahi Riki</li><li>• Milton Ngaruhe</li></ul>
Ngaati Tamainupoo	<ul style="list-style-type: none"><li>• Sonny Matenga</li><li>• Sheryl Matenga</li></ul>
Ngaati Wairere (Ngaati Wairere officially withdrew its mandate from Thawk 1 June 2020 however Thawk do not recognise the withdrawal)	<ul style="list-style-type: none"><li>• Piripi Matenga (<i>observer only and not mandated by Ngaati Wairere</i>)</li><li>• Mape Matenga (<i>observer only and not mandated by Ngaati Wairere</i>)</li></ul>
Ngaati Korokii Kahukura	<ul style="list-style-type: none"><li>• Harry Wilson</li></ul>
Ngaati Hauaa	<ul style="list-style-type: none"><li>• Sonny Karena (Chair)</li><li>• Raumako Karena</li><li>• Menzies Bradley</li></ul>
Derek Burns	<ul style="list-style-type: none"><li>• Technical Advisor</li></ul>

**Your Request 8:**

When is the contract due to expire and when will expressions of interest for delivery of iwi consultancy services be advertised

**Our Response 8:**

The contract expired in December 2020. We currently have an interim rolling month to month agreement in place until such time we are able to finalise terms of a new Service Level Agreement with Thawk to be approved by Council. Council does not advertise or request tender for mana whenua services it is via appointment of hapuu mandate.

You have the right to seek an investigation and review by the Ombudsman of this decision. Information about how to make a complaint is available at [www.ombudsman.parliament.nz](http://www.ombudsman.parliament.nz) or freephone 0800 802 602.

Kind Regards,

**Laura** | Official Information Coordinator  
Governance & Assurance Team | People and Organisational Performance  
Email: [officialinformation@hcc.govt.nz](mailto:officialinformation@hcc.govt.nz)



Hamilton City Council | Private Bag 3010 | Hamilton 3240 | [Hamilton City Council](https://www.hamiltoncity.govt.nz)

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**From:** 7(2)(a)  
**Sent:** Monday, 10 October 2022 8:04 am  
**To:** CEO <[CEO@hcc.govt.nz](mailto:CEO@hcc.govt.nz)>  
**Subject:** Official Information Act Request

Good morning Lance,

Please find attached a further Official Information Act request,

Regards

7(2)(a)

**Initiating Group:** Strategy and Communication

**Group Contact Person:** Muna Wharawhara

**Document Reference (TRIM Ref):**

**Contract Number (if applicable):** Contract 18012 – Te Ha o te Whenua o Kirikiriroa Service Level Agreement

**Covering report or memo to CEO (TRIM Ref):** D-3379359

**Type of document:**

Variation for Services to Contract 18012– Te Ha o te Whenua o Kirikiriroa Service Level Agreement

**Name/address of other party:**

Rawiri Bidois, General Manager

**Approved Contract Sum:** 240,000 (1 Jul 2018 - 30 Jun 2020)

**Budget Approval Amount:** 60,000 to 31 December 2020

**Date:** 20 / 07 / 2020

**Delegated Authority:** *Check CE has the authority to sign / approve under the Delegated Authority Policy D-2351378 and indicate expenditure type*

☐ Unexpended Budget
 ☐ Unbudgeted
 ☐ Overspend
 ☐ Capex B/Fwd
 ☐ Contract
 ☐ Debt W/off
 ☐ Legal Claim
 ☐ Financial

**Documents approved for delivery to the Governance Unit**

**General Manager Name:** Sean Hickey

**General Manager Signature:**

**Date:**

*S. Hickey*  
22 / 7 / 20

**Contract Approved Under Delegated Authority by:**

**Council Resolution:**

**Date of resolution:**

**Documents delivered to the Governance Unit (signed)**...../...../.....

**Documents completed by the Governance Unit (signed)**...../...../.....

**Policy** - All documents having legal significance must be executed and signed appropriately and in accordance with legislative requirements and delegations of authority. The Common Seal will be used only for ceremonial and charter type documents.

Flowchart on reverse >>>



## Strategy & Research

To: Richard Briggs  
From: Muna Wharawhara Amorangi Maaori  
Subject: Partnership with Maori - Service Delivery Contracts Extension  
Date: 24/07/20 File:

### 1.0 Purpose of this Memo

To seek CE approval to extend Te Haa o te Whenua o Kirikiriroa Partnership with Maori service delivery contract for another 6 months beginning 1 July 2020 ending 31 December 2020.

### 2.0 Background

On 1 July 2018 CE approved and signed an extension to contract for Te Haa o te Whenua o Kirikiriroa:

- a) Hamilton City Council Delegation to Positions Policy delegates the CE to authority to approve contract renewals not exceeding 5 years
- b) the service level agreement with Te Haa o te Whenua o Kirikiriroa Trust was approved by CE 1 July 2018 ending 30 June 2020 (subject to 1 annual renewal requirements being met)

### 3.0 Recommendations

- a) That a variation to contract be granted and that the Service Level Agreement 18012 Te Haa o te Whenua o Kirikiriroa be taken and the Approved Contract Sum for the contract be increased from \$240,000 to \$300,000.
- b) That contract period be extended from 1 July 2020 ending 31 December 2020

Recommended By:



Muna Wharawhara  
Amorangi Maaori

Date 24/7/2020

Approved By:

Richard Briggs  
CE

Date

# Contract Variation for Services



**Hamilton City Council**  
Te kaunihera o Kirikiriroa

[CONTRACT 18012 – Te Ha o te Whenua o Kirikiriroa Service Level Agreement]

## User Instructions:

Prepare the Variation on letterhead **OR** pdf letter sent by e-mail

Contract Variation 001

**Buyer:** Hamilton City Council

**Supplier:** Te Ha o te Whenua O Kirikiriroa

**Contract dated:** 1 July 2018

## Variation

The Buyer and the Supplier are Parties to the Contract.

The Parties agree to vary the Contract. The scope of the Variation is set out in the attached Schedule of Changes. The Variation is effective from the Effective Date stated in the Schedule of Changes.

Subject to the changes made by this Variation the terms and conditions of the Contract remain in effect.

Words used but not defined in this Variation have the same meaning as they do in the Contract.

## ACCEPTANCE

In signing this Contract each Party acknowledges that it has read and agrees to be bound by it.

For and on behalf of **Hamilton City Council** (the Buyer):

(signature)

For and on behalf of the **Supplier**:

(signature)

**Name:** Richard Briggs

**Position:** Chief Executive

**Date:** 29 July 2020

**Name:** Rawiri Bidois

**Position:** General Manager

**Date:**

# Schedule of Changes

Effective Date: 1 July 2020

## Changes

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### Changes to Schedule 1

#### 1. Change to End Date

1.1. The End Date as stated in Schedule 1 is amended to 30 December 2020

#### 2. Change to description of Services

2.1. The description of the Services stated in Schedule 1 is amended as follows:

- a. There are no changes to the description of Services

#### 3. Change to quality of Services

3.1. The performance standards described in Schedule 1 is amended as follows:

- a. The quality services and performance standards remain the same

#### 4. Change to delivery dates

4.1. The delivery dates described in Schedule 1 are amended as follows:

- a. This is a request to extend the current Service Level Agreement to 30 December 2020

#### 5. Change to Price

5.1. The Charges stated in Schedule 1 are amended as follows:

- a. A total of \$60,000 plus GST is requested to continue the service being provided by Te Ha o te Whenua o Kirikiriroa inclusive of monthly fixed fee of \$5000 plus GST

5.2. The total Charges now due under the Contract are:

Total Charges in original contract	\$240,000
Additional Charges - Variation #1	\$60000
<b>Cumulative total Charges</b>	<b>\$300000</b>

### Changes to Schedule 2

#### 6. Change to Contract Terms and Conditions

6.1. Schedule 2 Standard Terms and Conditions is amended as follows:

- a. 1 July 2018 to 30 June 2020 subject to an annual right of renewal of performance against 'scope of services'
- b. An extension of contract from 1 July 2020 to 31 December 2020

#### 7. Add new clause

7.1. Schedule 2 new clause is added as follows:

- (a) consult, cooperate and coordinate with the Buyer to the extent required by the Buyer to ensure that the Buyer and the Seller will each comply with their respective obligations under the Health and Safety at Work Act 2015 as they relate to the Contract.

- (b) perform its, and ensure that its Personnel perform their, obligations under the Contract in compliance with its and their obligations under the Health and Safety at Work Act 2015.
- (c) comply with all reasonable directions of the Buyer relating to health, safety, and security.

The Buyer's relevant health and safety policies and procedures are available to all Supplier's at <http://www.hamilton.govt.nz/our-council/health-and-safety/Pages/default.aspx>

- (d) report any health and safety incident, injury or near miss, or any notice issued under the Health and Safety at Work Act 2015, to the Buyer to the extent that it relates to, or affects, the Contract.



# **Service Level Agreement**

**between**

**Hamilton City Council**

**and**

***Te Haa o te Whenua o Kirikiriroa  
Trust***

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## **A. Background**

Hamilton City Council ("Council") values its engagement with Maaori and continuously seeks to better understand and respond to views of iwi, mana whenua and maataawaka situated within Kirikiriroa.

The Te Haa o te Whenua o Kirikiriroa Trust ("THaWK" or "the Trust") was formally recognised and established by Deed on 5 February 2013 for the benefit of the following five hapuu of Waikato-Tainui:

- Ngaati Hauaa,
- Ngaati Maahanga,
- Ngaati Wairere,
- Ngaati Korokii Kahukura, and
- Ngaati Tamainupoo

The Trust therefore exists to ensure that mana whenua interests are recognised in Kirikiriroa.

Council wishes to enter into a service level agreement ("Agreement" or "SLA") with the Trust to provide an efficient and clear relationship with mana whenua. Relevant hapuu (through the Trust) will deliver an agreed schedule of services which is in a consistent and measurable form.

## **B. Purpose**

The intent and purpose of this document is to set out the agreed service levels that the Trust will provide in respect to guidance and advice to Council to assist in the efficient and effective sustainable management of the natural resources of Kirikiriroa.

The Trust will provide guidance, advice and support to Council to ensure that the mana whenua are able to exercise kaitiakitanga of the lands of Hamilton as provided for in the Resource Management Act 1991, Local Government Act 2002, other legislation and Council Policy.

This agreement defines the services and standards of services to be provided by The Trust, the responsibilities of both parties in delivering the services, key performance indicators and service pricing.

## **C. Term**

This Agreement shall operate from 1 July 2018 to 30 June 2020 subject to an annual right of renewal of performance against 'scope of services'.

A schedule of anticipated services (Schedule B) will be prepared each month to assist planning and coordination between Council and the Trust.

## **D. Amendments**

The Council and the Trust anticipate that the services provided for in this SLA will continue to be refined and so changes to the services and/or key performance indicators may be required from time to time.

Change requests will be accommodated on a six-monthly basis, unless change is made necessary by major business drivers or events that are outside the Council's control, including for example:

- Changes to legislation or by-laws
- Reductions in staffing levels
- Significant unplanned volume changes
- Availability of third party suppliers

Council or the Trust can make notice of such change and consultation will occur prior to changes being made.

All changes to services or key performance indicators must be documented in the current SLA format and must be agreed in writing.

## **E. Document Control**

Copies of this service level agreement are maintained by the Council and a copy shall be provided to the Trust.

## **F. Reporting**

The Trust will record results of their performance compared to what is expected in the key performance indicators. The Trust will be required to produce a written report on their performance on a quarterly basis, unless otherwise stated.

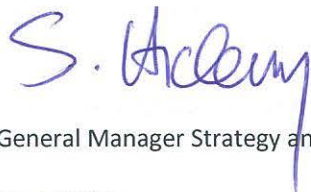
More regular reporting may be required for specific events and requirements can be requested by the Council with reasonable notice.

Significant exceptions to service level expectations will be notified to the Trust as soon as possible after the event by Council. The Trust will have the opportunity to comment before any significant exceptions to service levels are recorded in Council reporting.

## **G. Dispute Resolution**

If either party has a concern about the delivery or otherwise, of any service detailed in this agreement then the Council and the Trust agrees to follow the process set out in Schedule F to resolve such matters.

**SIGNED by**



General Manager Strategy and Communications

Sean Hickey

6/7/18

Date:

Te Haa o te Whenua o Kirikiriroa Trust Representative

Date:

On behalf of Te Haa o te Whenua o Kirikiriroa Trust



## H. Scope of Services

### FIXED COMPONENTS

#### 1. Operation of Trust and Council Kaumatua support

**Key Council Outcome:** To ensure effective consultation with mana whenua on strategic and operational matters within Kirikiriroa

Service Focus	Services
<b>Operation of the Trust</b>	Maintain a well-governed, resourced and mandated organisation to allow effective and efficient communication and advice to be obtained from mana whenua in Kirikiriroa
<b>Council Kaumatua support</b>	Provide ongoing advice, support and guidance to Council's Kaumatua

Service	Key Performance Indicators	Council Responsibilities	The Trust Responsibilities
1.1 Maintain an administrative function as a single point of contact for Council requests	1.1.1 THaWK provide written acknowledgement of receipt of requests for assistance within one working day of request being made  1.1.2 THaWK maintains agreements in writing from mana whenua hapu on role of Trust as link between Council and mana whenua	<ul style="list-style-type: none"> <li>Council staff to provide requests for advice or services in writing with related relevant detail as soon as practical to do so</li> <li>Any challenges or claims to mana whenua status are referred to THaWK to resolve with all relevant parties</li> </ul>	<ul style="list-style-type: none"> <li>THaWK will maintain administrative capabilities to receive and acknowledge requests within KPI timeframes</li> <li>THaWK will work with hapuu, marae and any other groups who claim mana whenua status in Kirikiriroa to resolve any mandate disputes</li> </ul>
1.2 Provide support to Council Kaumatua – Tame Pokaia	2.1.1 THaWK support is provided in a timely (agreed and reasonable) manner.  2.1.2 THaWK provides the names of kaumatua representatives from constituent hapuu to Council	<ul style="list-style-type: none"> <li>Council or Council's Kaumatua to provide notice of advice/support needed as soon as practicable.</li> <li>Council Kaumatua provide</li> </ul>	<ul style="list-style-type: none"> <li>THaWK representative responds within agreed timeframe.</li> <li>THaWK ensures that any advice and support given is representative of the Trust</li> </ul>

	<p>Kaumatua that are able to support him in the performance of his duties</p> <p>2.1.3 THaWK kaumatua representatives or delegates (representing mandated and representative views) of the constituent hapuu attend 'coordination meetings' organised by Council's Kaumatua and/or meet with Council's Kaumatua on an "as needed" basis.</p> <p>2.1.4 THaWK support provided is at the level required Council's Kaumatua.</p>	<p>feedback to the Trust on level of advice required/provided.</p>	<p>and is appropriately mandated by relevant hapu.</p>
<p>1.3 Provide quality and trusted advice to the Council's Amorangi Maaori on appropriate process for gaining advice on strategic and operational matters</p>	<p>2.2.1 THaWK advice and guidance is provided in a timely (agreed and reasonable) manner.</p> <p>2.2.2 THaWK representative meets with Council's internal liaison on an as needed basis</p> <p>2.2.3 Advice provided by THaWK is at the level required by Council Amorangi Maaori</p>	<ul style="list-style-type: none"> <li>• Council to provide notice and information on nature of advice/support needed as soon as practicable.</li> <li>• Council's internal liaison provides feedback to the Trust on level of advice required/provided and within timeframes required.</li> </ul>	<ul style="list-style-type: none"> <li>• THaWK representative responds within agreed timeframe.</li> <li>• Ensure that any advice and guidance given is mandated by relevant hapu.</li> </ul>

## VARIABLE COMPONENTS

### 2. Resource Management and Strategic Policy Input

**Key Council Outcomes:** To facilitate and allow Mana Whenua to exercise kaitiakitanga over the lands of Kirikiriroa

Service Focus	Services
<b>Resource management</b>	Provide input into the management of Hamilton's natural and physical resources
<b>Strategic and Operational Direction</b>	Provide information on strategic and operational matters on behalf of mana whenua in Kirikiriroa that enables Council to make informed decisions

Service	Key Performance Indicators	Council Responsibilities	The Trust Responsibilities
2.1 Provide mana whenua input into resource consent and other submissions and planning processes relating to City Infrastructure, City Planning, Community – Parks and Open Spaces, Community – Waikato Museum, Strategic Planning and Property Management. Refer to Schedule B for examples of services, expected outcomes and responses from mana whenua	<p>2.1.1 THaWK provide written responses (in the form of a letter) to requests for input from Council.</p> <p>2.1.2 Written submissions provided to Council timeframes and to comply with Council's standards for submissions.</p> <p>2.1.3 THaWK representative attends all meetings (as required) to prepare and supply written responses to requests.</p>	<ul style="list-style-type: none"> <li>• Council to provide the Trust with appropriate standard and format for responses.</li> <li>• Council to manage and administer submission requests, required responses and completed responses.</li> <li>• Council representative to provide feedback to THaWK on quality and timing of written responses.</li> </ul>	<ul style="list-style-type: none"> <li>• THaWK to ensure that requests are addressed in a timely manner and that responses are in an appropriate form.</li> <li>• THaWK to ensure that appropriate mana whenua representatives attend meetings where required.</li> <li>• THaWK to assist Council with suitable replacements where mana whenua representatives are unavailable.</li> <li>• THaWK to advise Council if a separate response should be sought from Waikato-Tainui.</li> </ul>

<p>2.2 Provide advice and input on mana whenua perspectives on direction and development of policy, in particular in relation to key strategies, plans, policies and bylaws relating to natural resources</p>	<p>2.2.1 Input, participation and written outputs through the development of key strategies, policies and bylaws.</p> <p>2.2.2 THaWK provides written responses or attend Strategic Steering Groups when requested by Council.</p>	<ul style="list-style-type: none"> <li>• Council to provide draft strategies/ policies / written statements of policy intent / bylaw for THaWK comment and submission.</li> <li>• Council to provide notice of advice/support needed as soon as practicable.</li> </ul>	<ul style="list-style-type: none"> <li>• THaWK representative responds within agreed timeframe.</li> <li>• Ensure that any advice and guidance given is mandated.</li> <li>• THaWK to provide written responses in a timely manner.</li> <li>• THaWK to advise Council if a separate response should be sought from Waikato-Tainui.</li> </ul>
<p>2.3 Represent mandated views of mana whenua at Strategy Steering Groups</p>	<p>2.3.1 An appropriate THaWK representative attends each Council Strategy Steering Group meeting as required</p> <p>2.3.2 Advice provided at the detail and form required by Strategy Steering Group</p>	<ul style="list-style-type: none"> <li>• Provide THaWK with schedule of Strategy Steering Group meetings where a representative is required.</li> <li>• Strategy Steering Groups to summarise and provide feedback on level of advice provided by THaWK.</li> </ul>	<ul style="list-style-type: none"> <li>• Attend meetings and provide informed and mandated views.</li> </ul>



### 3. Other Cultural Services

**Key Council Outcomes:** To recognise the importance of mana whenua heritage, values and protocols

Service Focus	Services
<b>Cultural Representation</b>	Provide cultural support to Council (including Council's Kaumatua) at various meetings or events that require mana whenua input
<b>Cultural Support</b>	Support council staff to implement Maaori customs and communicate Maaori principles and values within Council environment

Service	Key Performance Indicators	Council Responsibilities	The Trust Responsibilities
3.1 Provide mana whenua representation, advice and cultural support to Council (including Council's Kaumatua) on an as required basis for Council activities and events	3.1.1 THaWK attends each meeting or event as requested or required in Council's schedule.	<ul style="list-style-type: none"> <li>Provide THaWK with schedule of known events to assist with planning.</li> </ul>	<ul style="list-style-type: none"> <li>Council advised about availability and appropriate representatives to attend as soon as practicable.</li> </ul>
	3.1.2 THaWK provides support relating to the event or activity.	<ul style="list-style-type: none"> <li>Additional activities and events to be advised to THaWK as soon as practicable.</li> </ul>	<ul style="list-style-type: none"> <li>Support Council to find suitable replacement representatives where THaWK representatives are unavailable.</li> </ul>
	3.1.3 THaWK's advice is provided at the level required by Council (staff and / or Kaumatua).	<ul style="list-style-type: none"> <li>Council (staff and / or Kaumatua) to brief THaWK about nature of the activity or event and support that is required.</li> <li>Council (staff and / or Kaumatua) provides feedback to THaWK on representation and support that was provided.</li> </ul>	

## Schedule A – Payment Schedule

Payment to the Te Haa o te Whenua o Kirikiriroa Trust by Council shall be in accordance with the following two types:

### **FIXED COMPONENT**

Fixed fee for Operation of Trust and Council Kaumatua Support

Amount: \$15,000 (plus GST) per quarterly in advance

Conditions: Payments will be made upon receipt of an invoice and upon receipt of the reports by Council for the period and based on satisfactory performance to the deliverables and performance indicators outlined in Section H – subsection 1 of this Agreement.

### **VARIABLE COMPONENTS**

Variable fee (actual) for Resource Management and Strategic Policy input and Other Services to Council

Amount: The fee for individual pieces of advice or services provided will be agreed between THaWK and the requesting staff member prior to work being commissioned and undertaken.

Nothing in this agreement restricts Council and the Trust from developing and agreeing on a range of standardised charges for frequently requested services.

Frequency: To be paid monthly on receipt of invoice for services provided

Conditions: Payments will be made upon receipt of an invoice and upon delivery of the Resource Management and Strategic Policy input and Other Cultural Services in accordance with the performance indicators outlined in Section H – subsections 2 and 3 of this Agreement.

Upon request THaWK will report on details of services and their value, that have been provided under Variable component arrangements as part of any quarterly reports provided to Council.

Review: The agreement will be renewed annually on current terms providing the agreed deliverables and performance of the Trust meet the performance standard.

## Schedule B – Examples of Variable Component Services

### City Infrastructure

Description of Service	Expected Outcome	Response
<ul style="list-style-type: none"> <li>Renewal of City stormwater discharge consents</li> </ul>	<ul style="list-style-type: none"> <li>Response to request for input</li> </ul>	<ul style="list-style-type: none"> <li>Continued input as required</li> </ul>
<ul style="list-style-type: none"> <li>Non-notified resource consent applications lodged by Council with Waikato Regional Council</li> </ul>	<ul style="list-style-type: none"> <li>Response to request for input</li> </ul>	<ul style="list-style-type: none"> <li>Letter of Response</li> </ul>
<ul style="list-style-type: none"> <li>Catchment Management Plans</li> </ul>	<ul style="list-style-type: none"> <li>Consultation and identification of cultural issues within catchment areas</li> </ul>	<ul style="list-style-type: none"> <li>Input as required</li> </ul>
<ul style="list-style-type: none"> <li>Various Infrastructure Projects</li> </ul>	<ul style="list-style-type: none"> <li>Advice on resource consent issues</li> </ul>	<ul style="list-style-type: none"> <li>Letter of Advice and/or Response provided as required</li> </ul>

### City Planning

Description of Service	Expected Outcome	Response
<ul style="list-style-type: none"> <li>District Plan preparation and review</li> </ul>	<ul style="list-style-type: none"> <li>Cultural assessment and review of Plan variations</li> <li>Advice on ensuring requirements of the RMA are complied with</li> </ul>	<ul style="list-style-type: none"> <li>Input as required</li> </ul>
<ul style="list-style-type: none"> <li>Advice on notified applications</li> </ul>	<ul style="list-style-type: none"> <li>Report on mana whenua issues and suggested conditions</li> </ul>	<ul style="list-style-type: none"> <li>Mana whenua consideration as per assessment criteria in District Plan</li> </ul>
<ul style="list-style-type: none"> <li>Advice on applications on heritage items</li> </ul>	<ul style="list-style-type: none"> <li>Report on heritage issues and suggested conditions</li> </ul>	<ul style="list-style-type: none"> <li>Mana whenua consideration as per assessment criteria in District Plan</li> </ul>
<ul style="list-style-type: none"> <li>Evaluation of mitigation options for work on public land</li> </ul>	<ul style="list-style-type: none"> <li>Review of sites in the City which may be affected by future local body works which have known cultural significance</li> </ul>	<ul style="list-style-type: none"> <li>Processes for identifying works to be signalled to mana whenua for comment</li> <li>Negotiated protocol for interfacing with mana whenua on physical works</li> </ul>
<ul style="list-style-type: none"> <li>Advice at hearings</li> </ul>	<ul style="list-style-type: none"> <li>Attend meetings</li> </ul>	<ul style="list-style-type: none"> <li>Mana whenua consideration</li> </ul>

## Community – Parks and Open Space

Description of Service	Expected Outcome	Response
<ul style="list-style-type: none"> <li>Consent applications</li> </ul>	<ul style="list-style-type: none"> <li>Advice and assistance with consent applications lodged by Council for works on parks and reserves in Kirikiriroa</li> </ul>	<ul style="list-style-type: none"> <li>Opinion on matters affecting mana whenua interests</li> </ul>

## Community – Waikato Museum

Description of Service	Expected Outcome	Response
<ul style="list-style-type: none"> <li>Naming of Council Facilities</li> </ul>	<ul style="list-style-type: none"> <li>Advice and input on naming Council facilities</li> </ul>	<ul style="list-style-type: none"> <li>Input and advice as required</li> </ul>

## Strategic Planning

Description of Service	Expected Outcome	Response
<ul style="list-style-type: none"> <li>Input into the development of relevant strategies, plans, policies and bylaws</li> </ul>	<ul style="list-style-type: none"> <li>Written advice for input on relevant strategies, plans, policies and bylaws</li> </ul>	<ul style="list-style-type: none"> <li>Input and advice as required</li> </ul>

## Property Management

Description of Service	Expected Outcome	Response
<ul style="list-style-type: none"> <li>Advice on property purchases</li> </ul>	<ul style="list-style-type: none"> <li>Advice and input on mana whenua perspectives on property matters</li> </ul>	<ul style="list-style-type: none"> <li>Input and advice as required</li> </ul>



## Schedule C – List of Key Stakeholders

### Te Haa o te Whenua o Kirikiriroa Trust

Role	Name
Chair of the Trust	Hakopa Puke
Manager of the Trust	Rawiri Bidois
Administrator	Robyn Toi

### Hamilton City Council

Role	Name
Council Kaumatua	Tame Pokaia
GM Strategy and Communications	Sean Hickey
Amorangi Maaori	Muna Wharawhara
City Development Manager	Andrew Parsons
City Waters Manager	Maire Porter
Acting City Planning Manager	Greg Carstens
Acting Planning Guidance Manager	Fraser McNutt
Parks and Recreation Manager	Maria Barrie
Director Waikato Museum	Cherie Meecham

## Schedule D – Protocols

1. A protocol in respect to written and verbal consultation and will be developed by the Council by May 2014 so that both parties understand expectations of the other.
2. A protocol may be developed that agrees standard fees and for certain services to be provided for Variable Component services provided by THaWK
3. THaWK will maintain a record of their achievement and performance compared to SLA standards and key performance indicators.
4. The Council will provide feedback on THaWK performance in a timely manner but as soon as possible after an event.

## Schedule E – Definitions

Term	Understanding of term
Hapuu	Sub-tribe
Hui	Meeting, gathering
Iwi	Tribe
Kaitiakitanga	Guardianship
Kaumatua	Respected elder (male)
Kirikiriroa	Traditional Maaori name for the Hamilton region
Kuia	Respected elder (female)
Mana Whenua	Maaori with historic ties to local region
Maataawaka	Maaori residing in local area who do not whakapapa to one or the five hapu of Waikato-Tainui listed in Section A of this agreement
Strategy Steering Group	Any leadership or advisory group established by Council for the purpose of gaining input from key stakeholders on strategic planning or policy development processes

## Schedule F – Disputes Resolution Process

**1. Representatives to attempt to resolve dispute:**

Either party may, at any time, give written notice (Dispute Notice) to the other:

- Specifying the nature of the dispute and the position, which that party believes to be correct; and,
- Requesting a meeting take place to attempt to resolve the dispute.
- The representatives will meet within five business days of the Dispute Notice and endeavour to resolve the dispute.

**2. Most senior representatives to attempt to resolve dispute:**

If the dispute is not resolved within ten business days of a party's receipt of a Dispute Notice, the dispute must be referred to the most senior representatives of the parties, who must meet and endeavour to resolve the dispute.

**3. Final determination:**

If the dispute remains unresolved for a further period of five business days after the dispute has been referred to the most senior representatives of the parties, either party may by written notice require that the dispute be submitted for determination by an independent mediator.

Each party must give the independent mediator any information and assistance, and will ensure that Council's representatives meet with THaWK as required to expedite the resolution of the dispute.

Each party will bear its own costs, but the independent mediator may allocate, as between the parties, the responsibility for payment of those costs and that allocation will be binding on the parties.

Any determination by the independent mediator will be final and binding on the parties.